

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
United States

## CONTRACT



**Vendor ID 0000276363**  
**Sprint Solutions Inc**  
**60 Knight Lane Ste 10**  
**Williston VT 05495**  
**United States**

<b>Contract ID</b> 0000000000000000000015052		<b>Page</b> 1 of 4
<b>Contract Dates</b> 03/12/2010 to 03/12/2011		<b>Origin</b> CPS
<b>Description:</b> CPS-SPRINT/NEXTEL CELLULAR		<b>Contract Maximum</b> \$999,999,999.00
<b>Buyer Name</b> McIntyre, John	<b>Buyer Phone</b>	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		SPRINT/NEXTEL CELLULAR SERVICE IN ACCORDANCE WITH THE WSCA MASTER AGREEMENT # S1523 FOR WIRELESS COMMUNICATION SERVICES AND EQUIPMENT	EA	0.00010	0.00	0.00

### CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS STATE OF VERMONT CONTRACT #15052 (THIS "CONTRACT") IS WRITTEN UNDER THE AUTHORITY GIVEN TO THE COMMISSIONER OF BUILDINGS AND GENERAL SERVICES IN 29 VSA, PARAGRAPH 903A TO PARTICIPATE IN COOPERATIVE PURCHASING AGREEMENTS WITH OTHER STATES. THIS CONTRACT IS WRITTEN TO ALLOW THE STATE OF VERMONT ("STATE" OR "CUSTOMER") TO PARTICIPATE IN THE WESTERN STATES CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #1523 WITH SPRINT SOLUTIONS, INC. ("SPRINT" OR "CONTRACTOR") ON BEHALF OF ITS AFFILIATED ENTITIES PROVIDING THE PRODUCTS AND SERVICES FOR THE PURCHASE OF CELLULAR PHONES AND CELLULAR SERVICE. THE CONTRACT IS WRITTEN BASED ON THE REQUEST FOR PROPOSAL ISSUED BY THE STATE OF NEVADA ON BEHALF OF WSCA AND THE RESULTING MASTER PRICE AGREEMENT #1523 EFFECTIVE OCTOBER 10, 2006 AS AMENDED (THE MASTER PRICE AGREEMENT #1523 AND AMENDMENTS ARE COLLECTIVELY, THE "PRICE AGREEMENT"). THIS CONTRACT INCORPORATES THE SERVICES/PRODUCTS AND PRICING OF THE PRICE AGREEMENT AND ALL TERMS AND CONDITIONS THAT ARE NOT IN CONFLICT WITH THE STATE OF VERMONT CONTRACT #15052, AND THE STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS COOPERATIVE PROCUREMENTS AS THE RELATIONSHIP APPLIES AND ACTIVITIES APPLY TO THE STATE OF VERMONT.

TAX EXEMPTION: UNDER THIS CONTRACT, SPRINT SOLUTIONS WILL WAIVE ALL TAXES THAT THE STATE OR OTHER PARTICIPATING ENTITY PROVIDES A TAX EXEMPT CERTIFICATE FOR.

ENTIRE CONTRACT: THE PARTICIPATING ADDENDUM, THE PRICE AGREEMENT AS AMENDED, AND THE STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS FOR COOPERATIVE PROCUREMENTS ARE HEREBY INCORPORATED INTO THIS CONTRACT. IF A CONFLICT EXISTS AMONG PROVISIONS WITHIN THE DOCUMENTS THAT FORM THIS CONTRACT, THE FOLLOWING ORDER OF PRECEDENCE WILL APPLY:

- (A) THIS CONTRACT #15052
- (B) THE PARTICIPATING ADDENDUM (EXHIBIT A)
- (B) THE PRICE AGREEMENT, INCLUDING ALL AMENDMENTS (EXHIBIT B)
- (C) THE STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS FOR COOPERATIVE PROCUREMENTS (EXHIBIT C)

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND ACCEPTED IN ACCORDANCE WITH THE PRICE AGREEMENT. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: REFER TO SECTION 6 CONSIDERATION OF THE PRICE AGREEMENT, AS AMENDED TO OBTAIN THE MOST RECENT PRICING OFFERS. ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED.

PRICE AGREEMENT - SECTION 6 - CONSIDERATION:

THE PARTIES AGREE THAT CONTRACTOR WILL PROVIDE THE SERVICES SPECIFIED IN PARAGRAPH (5) AT A COST OF THE FOLLOWING PERCENTAGE DISCOUNTS ON STANDARD RETAIL RATES AS DISPLAYED ON SPRINT'S WEBSITE: RATE PLANS - 25% DISCOUNT; IDEN ACCESSORIES - 20% DISCOUNT; NEXTEL IDEN AND SPRINT CDMA HANDSETS - ARE ELIGIBLE FOR A MINIMUM 39% DISCOUNT OFF THE ONE YEAR NET PRICE, DEFINED AS THE SUGGESTED RETAIL PRICE LESS \$75.00 ("FLAT RATE PRICE") ON NEW CUSTOMER-LIABLE ACTIVE UNITS. THE DEVICES OFFERED WITH THIS FLAT RATE PRICE MAY CHANGE AT ANY TIME IN SPRINT'S SOLE DISCRETION. THIS FLAT RATE PRICE DEVICE OFFER MAY NOT BE AVAILABLE IN ALL SALES CHANNELS; UPGRADE TERMS - EXISTING CUSTOMER-LIABLE ACTIVE UNITS MAY UPGRADED OR REPLACED EQUIPMENT AFTER 12 MONTHS OF CONTINUOUS SERVICE AT THE FLAT RATE PRICE WITH A 12 MONTH MINIMUM SERVICE TERM EXTENSION. CONTRACTOR AGREES

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TO WAIVE UPGRADE AND REPLACEMENT FEE FOR CUSTOMER-LIABLE UNITS. THE TOTAL CONTRACT OR INSTALLMENTS PAYABLE: MONTHLY UPON RECEIPT OF VENDOR STATEMENT NOT TO EXCEED \$2,000,000.00. THE STATE DOES NOT AGREE TO REIMBURSE CONTRACTOR FOR EXPENSES UNLESS OTHERWISE SPECIFIED IN THE INCORPORATED ATTACHMENTS. THE CONTRACTUAL AUTHORITY, AS IDENTIFIED BY THE NOT TO EXCEED AMOUNT, DOES NOT OBLIGATE THE STATE OF NEVADA TO EXPEND FUNDS OR PURCHASE GOODS OR SERVICES UP THAT AMOUNT; THE PURCHASE AMOUNT WILL BE CONTROLLED BY THE INDIVIDUAL USING AGENCY'S PURCHASE ORDERS OR OTHER AUTHORIZED MEANS OR REQUISITION FOR SERVICES AND/OR GOODS AS SUBMITTED TO AND ACCEPTED BY THE CONTRACTOR. ANY INTERVENING END TO A BIENNIAL APPROPRIATION PERIOD SHALL BE DEEMED AN AUTOMATIC RENEWAL (NOT CHANGING THE OVERALL CONTRACT TERM) OR A TERMINATION AS THE RESULTS OF LEGISLATIVE APPROPRIATION MAY REQUIRE.

QUALITY: ALL PRODUCTS PROVIDED UNDER THIS CONTRACT WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED. PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE CONTRACTOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE PROVISIONS DEFINED WITHIN SECTION 10 ENTITLED "CONTRACT TERMINATION" OF THE PRICE AGREEMENT SHALL APPLY TO THIS CONTRACT.

### PRICE AGREEMENT - SECTION 10 - CONTRACT TERMINATION:

A. TERMINATION WITHOUT CAUSE. ANY DISCRETIONARY OR VESTED RIGHT OF RENEWAL NOTWITHSTANDING, THIS CONTRACT MAY BE TERMINATED UPON WRITTEN NOTICE BY MUTUAL CONSENT OF BOTH PARTIES OR UNILATERALLY BY EITHER PARTY WITHOUT CAUSE.

B. STATE TERMINATION FOR NONAPPROPRIATION. THE CONTINUATION OF THIS CONTRACT BEYOND THE CURRENT BIENNIUM IS SUBJECT TO AND CONTINGENT UPON SUFFICIENT FUNDS BEING APPROPRIATED, BUDGETED, AND OTHERWISE MADE AVAILABLE BY THE STATE LEGISLATURE AND/OR FEDERAL SOURCES. THE STATE MAY TERMINATE THIS CONTRACT, AND CONTRACTOR WAIVES ANY AND ALL CLAIM(S) FOR DAMAGES, EFFECTIVE IMMEDIATELY UPON RECEIPT OF WRITTEN NOTICE (OR ANY DATE SPECIFIED THEREIN) IF FOR ANY REASON THE CONTRACTING AGENCY'S FUNDING FROM STATE AND/OR FEDERAL SOURCES IS NOT APPROPRIATED OR IS WITHDRAWN, LIMITED, OR IMPAIRED.

C. CAUSE TERMINATION FOR DEFAULT OR BREACH. A DEFAULT OR BREACH MAY BE DECLARED WITH OR WITHOUT TERMINATION. THIS CONTRACT MAY BE TERMINATED BY EITHER PARTY UPON WRITTEN NOTICE OF DEFAULT OR BREACH TO THE OTHER PARTY AS FOLLOWS:

I. IF CONTRACTOR FAILS TO PROVIDE OR SATISFACTORILY PERFORM ANY OF THE CONDITIONS, WORK, DELIVERABLES, GOODS, OR SERVICES CALLED FOR BY THIS CONTRACT WITHIN THE TIME REQUIREMENTS SPECIFIED IN THIS CONTRACT OR WITHIN ANY GRANTED EXTENSION OF THOSE TIME REQUIREMENTS; OR

II. IF ANY STATE, COUNTY, CITY OR FEDERAL LICENSE, AUTHORIZATION, WAIVER, PERMIT, QUALIFICATION OR CERTIFICATION REQUIRED BY STATUTE, ORDINANCE, LAW, OR REGULATION TO BE HELD BY CONTRACTOR TO PROVIDE THE GOODS OR SERVICES REQUIRED BY THIS CONTRACT IS FOR ANY REASON DENIED, REVOKED, DEBARRED, EXCLUDED, TERMINATED, SUSPENDED, LAPSED, OR NOT RENEWED; OR

III. IF CONTRACTOR BECOMES INSOLVENT, SUBJECT TO RECEIVERSHIP, OR BECOMES VOLUNTARILY OR INVOLUNTARILY SUBJECT TO THE JURISDICTION OF THE BANKRUPTCY COURT;  
OR

IV. IF THE STATE MATERIALLY BREACHES ANY MATERIAL DUTY UNDER THIS CONTRACT AND ANY SUCH BREACH IMPAIRS CONTRACTOR'S ABILITY TO PERFORM; OR

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V. IF IT IS FOUND BY THE STATE THAT ANY QUID PRO QUO OR GRATUITIES IN THE FORM OF MONEY, SERVICES, ENTERTAINMENT, GIFTS, OR OTHERWISE WERE OFFERED OR GIVEN BY CONTRACTOR, OR ANY AGENT OR REPRESENTATIVE OF CONTRACTOR, TO ANY OFFICER OR EMPLOYEE OF THE STATE OF NEVADA WITH A VIEW TOWARD SECURING A CONTRACT OR SECURING FAVORABLE TREATMENT WITH RESPECT TO AWARDING, EXTENDING, AMENDING, OR MAKING ANY DETERMINATION WITH RESPECT TO THE PERFORMING OF SUCH CONTRACT; OR

VI. IF IT IS FOUND BY THE STATE THAT CONTRACTOR HAS FAILED TO DISCLOSE ANY MATERIAL CONFLICT OF INTEREST RELATIVE TO THE PERFORMANCE OF THIS CONTRACT.

D. TIME TO CORRECT. TERMINATION UPON A DECLARED DEFAULT OR BREACH MAY BE EXERCISED ONLY AFTER SERVICE OF FORMAL WRITTEN NOTICE AS SPECIFIED IN PARAGRAPH (4), AND THE SUBSEQUENT FAILURE OF THE DEFAULTING PARTY WITHIN THIRTY (30) CALENDAR DAYS OF RECEIPT OF THAT NOTICE TO PROVIDE EVIDENCE, SATISFACTORY TO THE AGGRIEVED PARTY, SHOWING THAT THE DECLARED DEFAULT OR BREACH HAS BEEN CORRECTED.

E. WINDING UP AFFAIRS UPON TERMINATION. IN THE EVENT OF TERMINATION OF THIS CONTRACT FOR ANY REASON, THE PARTIES AGREE THAT THE PROVISIONS OF THIS PARAGRAPH SURVIVE TERMINATION:

I. THE PARTIES SHALL ACCOUNT FOR AND PROPERLY PRESENT TO EACH OTHER ALL CLAIMS FOR FEES AND EXPENSES AND PAY THOSE WHICH ARE UNDISPUTED AND OTHERWISE NOT SUBJECT TO SET OFF UNDER THIS CONTRACT. NEITHER PARTY MAY WITHHOLD PERFORMANCE OF WINDING UP PROVISIONS SOLELY BASED ON NONPAYMENT OF FEES OR EXPENSES ACCRUED UP TO THE TIME OF TERMINATION;

II. CONTRACTOR SHALL SATISFACTORILY COMPLETE WORK IN PROGRESS AT THE AGREED RATE (OR A PRO RATA BASIS IF NECESSARY) IF SO REQUESTED BY THE CONTRACTING AGENCY;

III. CONTRACTOR SHALL EXECUTE ANY DOCUMENTS AND TAKE ANY ACTIONS NECESSARY TO EFFECTUATE AN ASSIGNMENT OF THIS CONTRACT IF SO REQUESTED BY THE CONTRACTING AGENCY;

IV. CONTRACTOR SHALL PRESERVE, PROTECT AND PROMPTLY DELIVER INTO STATE POSSESSION ALL PROPRIETARY INFORMATION IN ACCORDANCE WITH PARAGRAPH (21).

DEFAULT: THE PROVISIONS DEFINED WITHIN SECTION 10 ENTITLED "CONTRACT TERMINATION" OF THE PRICE AGREEMENT SHALL APPLY TO THIS CONTRACT.

CONTRACT TERMS: THIS CONTRACT IS EFFECTIVE BEGINNING ON THE DATE IT IS SIGNED BY BOTH PARTIES AND IS COTERMINOUS WITH THE PRICE AGREEMENT.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

THE VERMONT STATE COLLEGES AND POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE OF VERMONT ARE COLLECTIVELY DEFINED AS THE "ADDITIONAL PURCHASERS". AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

ORDER ADDRESS:

60 KNIGHT LANE SUITE 10  
WILLISTON, VT 05495

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CONTACT FOR ASSISTANCE:

BENNETT RUDOMEN @ 617-839-6674 - BENNETT.RUDOMEN@SPRINT.COM  
STEVE GRAVES @ 802-316-6922 - stephen.graves@sprint.com

SPRINT/WSCA WEB ADDRESS: WWW.WSCAWIRELESS.COM

REMIT TO ADDRESS:  
SPRINT SOLUTIONS, INC  
P O BOX 105243  
ATLANTA, GA 30348-5243

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:  
JOHN MCINTYRE  
PURCHASING AGENT  
802-828-2210  
FAX 802-828-2222  
john.mcintyre@state.vt.us

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

**By the STATE of VERMONT**

**By the CONTRACTOR**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_